
**MASTER AGREEMENT WITH: SOUTHERN CALIFORNIA EDISON COMPANY
APPLIES ONLY TO FACILITIES INSTALLED UNDER FRANCHISE**

Reference to this Master Agreement should be “per agreement dated December 21, 1960”.

See the Master Agreement dated August 21, 1960 for removals of abandoned utility facilities. All relocations of the Company's facilities other than those covered by this Agreement or by the August 21, 1960 Agreement are not under master agreement and shall be processed according to statute and current Caltrans policy.

This brief highlights only the major points of the Master Agreement. The Agreement should be studied carefully before taking any action under its terms.

The Agreement only governs the apportionment of the cost of rearrangement of utility facilities maintained within a freeway or other public road under and pursuant to a valid franchise as detailed below. It does not supplant Section 700, et seq. of the Streets and Highways Code in its entirety as do the majority of the other master agreements. In those cases which are covered by this Agreement the apportionment of the cost of rearrangement will be 50/50.

The Agreement applies only to the rearrangement of utility facilities installed under a valid franchise granted to the Company and is not applicable to and does not include the following:

1. The relocation of utility facilities within a freeway or other public road which was a State highway at the time the utility facilities were originally installed.
2. The removal of utility facilities to

locations entirely outside of the freeway right of way or service road, which is governed by Section 702 of the Streets and Highways Code.

3. The relocation of utility facilities more than once within a period of ten years, which is governed by Section 704 of the Streets and Highways Code.

4. The relocation of street lighting structures, which is governed by Section 703 of the Streets and Highways Code.

Likewise it applies only to relocations and does not encompass those cases where the facilities are abandoned; that is, removal where no relocations are involved. Removals of abandoned facilities will be handled under the terms of the Master Agreement dated August 27, 1964.

The Agreement does not apply in any manner to other relocations of Company's facilities, nor shall it affect the Company's right to be compensated for any right of way taken to accommodate a freeway.

MASTER AGREEMENT

THIS AGREEMENT is made between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, referred to in this document as "Department," and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, referred to in this document as "Utility."

Section 1. This agreement is made by authority

of the provisions of Section 707.5 of the Streets and Highways code of the State of California, and provides for allocation of costs for certain rearrangements of utility facilities involving the question of certain franchise rights where the rearrangement is required by the Department for freeway purposes. This agreement is made in compromise of disputes between the parties and

is not intended to establish any precedent, rule or guide to interpretation between the parties after its termination or between either of the parties and any third party at any time.

Section 2. The purpose of this agreement is to allocate the costs to be borne by each party with regard to certain rearrangements of utility facilities required by the Department on or after December 31, 1957, in lieu of any allocation of costs provided for by Section 703 and the credits relating thereto provided for by Section 705 of the Streets and Highways Code, except as otherwise provided herein and except as to those claims listed in Exhibit "A" of that agreement between the parties described in Section 11 hereof.

Section 3. As used in this agreement, the following terms have the following meanings:

A. "Freeway" means

(a) a highway under the jurisdiction of the Department in respect to which, and along the right of way of which, the owners of abutting lands have no right or easement of access to or from their abutting lands or only limited or restricted right or easement of such access; or

(b) a like contemplated highway where the California Highway Commission has selected, adopted and determined the location of the same and declared the same to be a State freeway, and the Department, acting through the headquarters office of the Right of Way Section of the Division of Highways, has approved a right of way map in conjunction with its property appraisal, which map delineates the limited or restricted right of access as aforesaid. Said maps shall be available for inspection to Utility.

B. "Service road" means an outer highway or frontage road of the freeway while under the jurisdiction of Department which was or is about to be established along or adjacent to a freeway to provide ingress or egress to and from said freeway to the owners of abutting lands along such freeway, and Department or other proper public authority has delineated on its records the right of way thereof.

C. "Public road" includes freeways, service roads, and all other highways and streets, whether under the jurisdiction of Department or of any county, city, district or other public authority within this State, with right of way as delineated on the records of the public authority having jurisdiction thereof.

D. "Utility facilities" means poles, towers, pipes, conduits, manholes, transformers, supports, buildings or other structures, and all cable, wire or other equipment or appurtenances to any of the above, constituting a part of an overhead or underground electric transmission, distribution, communication or control line or system, or a pipeline for the transportation of water, oil, gas or other substance, of which the Utility is the owner, lessee or licensee.

E. "Rearrangement of utility facilities" means the relocation of utility facilities being maintained at the time within a freeway or other public road under and pursuant to a valid franchise granted to Utility, or a predecessor in interest, by a city, city and county, or county, or by the State of California, when such rearrangement is occasioned by the construction, improvement, maintenance, operation or use of said freeway, but the term does not include the following:

(1) such relocation of utility facilities within a freeway or other public road which was a State highway at the time such utility facilities were originally installed therein unless such installation was made as a result of a rearrangement hereunder;

(2) the removal of utility facilities to locations entirely outside of the freeway right of way or service road, which is governed by Section 702 of the Streets and Highways Code;

(3) the relocation of utility facilities more than once within a period of ten years, which is governed by Section 704 of the Streets and Highways Code;

(4) the relocation of street lighting structures, which is governed by Section 703 of the Streets and Highways Code; and

(5) those rearrangements listed in Exhibit "A" of that agreement between the parties described in Section 11 hereof.

Section 4. Where the Utility is an owner, lessee or licensee of a part of any such utility facility, this agreement shall apply to the extent of such interest of Utility.

Section 5. The cost of a rearrangement of utility facilities shall include the acquisition costs of any necessary new rights of way, the actual and reasonable cost of all necessary labor and transportation, all necessary materials (excluding any materials of the dismantled utility facility which are used in the reinstallations), together with reasonable and usual indirect and overhead charges, to relocate the utility facilities affected and to provide facilities of corresponding standards and usefulness to those facilities being relocated, exclusive of the cost, computed in like manner, attributable to any betterments, and less:

(i) the value as salvage of all component materials removed from dismantled utility facilities and retained by Utility, where the replacement cost of such utility facilities is charged to Department;

(ii) depreciation, as ascertained under the regular accounting practices of Utility for its depreciation reserve purposes, on all dismantled components of utility facilities (including abandoned components), where the replacement cost of such utility facilities is charged to Department; and

(iii) any charges appertaining to the rearrangement paid by any customer of Utility (including Department where a customer of Utility) pursuant to law or agreement between such customer and Utility (or an agreement approved by Utility between Department and such customer for the express benefit of Utility).

Section 6. Whenever Utility claims reimbursement for the cost, in whole or in part, of any rearrangement hereunder, Utility shall, upon the completion of such a rearrangement, submit to Department an itemized statement of such cost; and, Utility shall upon request, make available for inspection or audit its books and records appertaining thereto during the time Utility is required to keep such records by law;

provided, that the parties hereto may estimate and agree in advance upon the amount of such reimbursement where not exceeding one thousand dollars (\$1,000) and where specified in the notice given by Department to Utility or an amendment thereof.

Section 7. The cost of each rearrangement of utility facilities made pursuant to notice given by Department to Utility shall be borne equally by the parties hereto, except where Department and Utility have agreed in advance upon the amount of reimbursement which Utility is to receive in accordance with Section 6 hereof.

Section 8. This agreement is applicable only to each "rearrangement of utility facilities" as defined herein and shall not apply in any manner to other relocations of Utility's facilities made to accommodate a highway or a freeway, nor shall it affect Utility's right to be compensated for any private right of way taken or damaged to accommodate a freeway. Where a "rearrangement of utility facilities," as defined herein, also requires the rearrangement of other facilities of Utility, the cost of each such other rearrangement shall be borne by Department or by Utility as if such other rearrangement were the only rearrangement required by the construction of the freeway, or the total cost of the entire rearrangement may be apportioned between the parties in such manner as is mutually agreed upon to produce the same overall result.

Section 9. This agreement may be amended, changed or altered only by mutual consent of the parties expressed in writing.

Section 10. This agreement may be terminated upon not less than one year's notice given by either party to the other in writing of such termination. Should this agreement be terminated by either party, the cost of any relocations of utility facilities required by the Department by notice mailed or delivered to Utility prior to such termination shall be regardless of when the actual work upon such

removal or relocation is performed.

such rearrangements.

Dated this 21st day of December, 1960

**STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Section 11. As a controlling part of the consideration for the execution of this agreement, the parties hereto have executed concurrently herewith a separate written agreement in settlement of certain claims of Utility against Department for relocation expenditures which have been previously incurred by Utility. Under said settlement agreement, claims in the amount of Two Hundred Seventy-two Thousand Six Hundred Twelve and Sixty-eight One-hundredths Dollars (\$272,612.68) are to be settled by payment by Department to Utility of Sixty-two Thousand One Hundred Seventy-four and Eighty-two One-hundredths Dollars (\$62,174.82). This payment is Seventy-four Thousand One Hundred Thirty-one and Fifty-two One-hundredths Dollars (\$74,131.52) less than 50% of the total of the said claims subject to said settlement agreement.

It is agreed that in event of termination of this agreement by Department, or by a repeal of Section 707.5 of the California Streets and Highways Code or any part thereof, or otherwise by operation of law, prior to ten (10) years from and after the date of execution of this agreement by the parties hereto, Department, in addition to the payments herein provided for, will pay to Utility a sum equal to one-tenth of the aforesaid sum of Seventy-four Thousand One Hundred Thirty-one and Fifty-two One-hundredths Dollars (\$74,131.52), multiplied by the number of years remaining between the date said termination is effective and the date representing ten years from the date of execution of this agreement.

Section 12. It is further agreed by the parties hereto that in event this agreement is terminated as in Section 10 provided, rearrangements covered by this agreement during the period between the giving of the notice of termination and the effective date of such termination shall not be in excess of 125% of such rearrangements for the previous year, provided that the Department may give notice to Utility to make other and further rearrangements but the allocation of costs thereof shall not be governed by this agreement. Such percentage shall be based on the actual expenditures for such rearrangements, when such are available, or if not available shall be based on estimates of Utility of expenditures made or to be made for
